



CYNTHIA D. BANKS  
Interim Director

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## COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

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MICHAEL D. ANTONOVICH

April 19, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ADULT PROTECTIVE SERVICES  
EMERGENCY SHELTER PROGRAM  
FISCAL YEAR 2005-06 FUNDING RECOMMENDATIONS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Community and Senior Services (CSS) or designee to negotiate and execute contracts in substantially similar form to Attachment II, after Counsel Counsel approval, with the 22 agencies identified on Attachment I for the provision of emergency shelter services under the Adult Protection Services (APS) Emergency Shelter Program. The contracts are to be effective May 1, 2005 through April 30, 2006, and will include an option to extend by the Interim Director or designee for two (2) additional one (1)-year terms subject to contractor performance, availability of funding and client need, and after County Counsel and Chief Administrative Office (CAO) approval. The cost of the contracts is fully financed using State Community Services Block Grant Title XX funding, and is provided by the Department of Public Social Services (DPSS) through intrafund transfers.
2. Authorize the Interim Director of CSS or designee to execute contract amendments in substantially similar form as Attachment III to increase or decrease contract amounts based on contractor performance, availability of funding, or client need, provided that: (a) the amount of change does not exceed 25 percent of the original contract amount; (b) approval of County Counsel and the CAO is obtained prior to any such amendment; and (c) the Interim Director of CSS or designee confirms in writing to the Board of Supervisors and the CAO, within 30 days after the execution of such amendments. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since May 2002, CSS has contracted with Residential Care Facilities for the Elderly (RCF-Es) and Adult Residential Facilities (ARFs) to provide emergency shelter for APS clients. These existing contracts expire April 30, 2005, and new contractors are needed to continue the program and to avoid a disruption of services to clients. Accordingly, the 22 facilities identified on Attachment I are needed by May 1, 2005, to provide emergency shelter services.

The clients placed in these emergency shelters are abused or neglected elders and physically or mentally disabled adults who need to be moved from their homes and provided with a safe haven until the problems in their homes can be resolved.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal of Service Excellence to provide the public with easy access to quality information and services that are both beneficial and responsive.

### **Performance Measures**

There are measures in place to track how clients' lives have improved as a result of the services provided. In FY 2003-04, APS placed 105 elderly and disabled adult clients who were temporarily homeless in safe shelter until more permanent housing could be arranged. APS projects that approximately 110 clients will be placed in 2005-06.

## **FISCAL IMPACT/FINANCING**

The total recommended funding level for the Emergency Shelter program is \$250,000 per year. The maximum contract amount per agency listed on Attachment I is \$30,000. When the total costs of emergency services provided reaches the \$250,000 in available funds, the program for the current fiscal year will end.

The facilities will be paid, up to a maximum of \$30,000, on an as-needed, fee-for-service basis based on the number of days the shelter is used and the number of clients placed. The recommended funding method for each facility is to allow the flexibility to provide emergency shelter services without contractual restraints.

Los Angeles County is required to meet a \$1.5 million Maintenance of Effort threshold annually for the APS program and does not require the expenditure of additional County funds. The Department of Public Social Services (DPSS) provides funding for the

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program via intrafund transfer, and adequate funding has been included in the Department's 2004-05 Adopted Budget and 2005-06 Budget Request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This program is a State-mandated program as required by the California Welfare and Institutions Code Section 15763(7)(d). The shelter facilities are located throughout Los Angeles County and are licensed by the State to provide care and supervision to elders and dependent adults. Of the selected facilities, four (4) facilities serve non-ambulatory clients, one (1) facility serves clients with dementia, and seven (7) facilities serve mentally ill clients.

Currently, there are twelve (12) facilities under contract through April 30, 2005. Additional facilities are needed to replace contracts that will not be renewed and to add shelters (22 in total) to provide countywide services in order to meet the needs of the entire targeted population. Services to clients sheltered in facilities that are continuing with the Emergency Shelter Program would be disrupted should there be a delay in renewing these contracts.

The CAO and DPSS have reviewed and concur with the recommended actions. County Counsel has approved Attachments II and III as to form.

### **CONTRACTING PROCESS**

CSS used a mailing list provided by the Community Care Licensing Division (CCLD) of the California State Department of Social Services to distribute Invitations to Bid to 3,003 State-licensed RCF-Es and ARFs on November 1, 2004.

The Invitation to Bid was also posted on the County's Office of Small Business website. Mandatory bidders conferences were held on November 16-17, 2004. Representatives from 48 shelter facilities attended.

Thirty-one (31) facilities responded to the Invitation to Bid issued on November 1, 2004. Twenty-two (22) of the 31 facilities are being recommended for funding. Each bid was rated and scored by an independent panel. CCLD clearance was also obtained for each facility that submitted a bid to verify that the facility was in good standing with CCLD. CSS staff conducted a site visit to inspect each facility to confirm that the program's

standards are met. The Minority/ Women Participation forms are on file at each facility. The facilities were selected without regard to race, creed or color.

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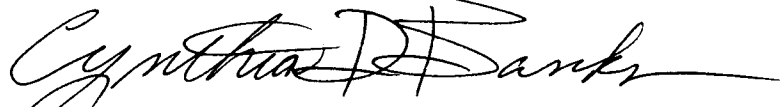
Monitoring

The assigned Human Services Administrator of the APS Planning/Program Development Section will conduct program monitoring twice a year to insure that the CCLD and COUNTY's standards are met. Customer satisfaction is determined by client interviews and observations. CSS will provide DPSS with a copy of the monitoring report.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow CSS to continue to administer the State-mandated APS Emergency Shelter Program by contracting with State-licensed RCF-Es and ARFs. In 2004, 105 APS clients benefited from this program. CSS projects that approximately 110 APS clients will receive services in FY 2005-06.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cynthia D. Banks", with a long horizontal flourish extending to the right.

Cynthia D. Banks  
Interim Director

Attachments (3)

c: Chief Administrative Office  
County Counsel  
Auditor-Controller  
Department of Public Social Services

**COMMUNITY AND SENIOR SERVICES  
APS EMERGENCY SHELTER PROGRAM  
FY 2005/06  
FUNDING RECOMMENDATIONS**

<b>SERVICE PROVIDER</b>	<b>SUPERVISORIAL DISTRICT</b>
Atkins Residential Care Home, Inc.	2
Bel Air Guest Home	3
Chris A. Keya Care House	2
Country View Retirement Home	5
Creative Elderly, Inc.	3
Crisp Residential Facility – Gardena	2
Crisp Residential Facility – Inglewood	2
Crisp Residential Facility – Los Angeles	2
DC Henry Assisted Living Home	2
Doris' Home of Compassion	2
JCEL Alternative Homes, Inc. (2152 W. 73 <sup>rd</sup> St)	2
JCEL Alternative Homes, Inc. (2158 W. 73 <sup>rd</sup> St.)	2
JCEL Alternative Homes, Inc. (80 <sup>th</sup> St.)	2
Johnson Center of Behavioral Change, Inc.	2
Manor House II	2
North Lake Villas, Inc.	5
Oxford Villa	2
Palace of Venice Guest Home	2
Palos Verdes Villa	4
Regent Villa Retirement Home	4
The Executive Care Home of Lancaster	5
Western-Ferndale Board & Care	3
<b>TOTAL</b>	

**CSS RECEIVED NO BIDS FROM FACILITIES IN THE FIRST SUPERVISORIAL DISTRICT**

Contract # \_\_\_\_\_

**ADULT PROTECTIVE SERVICES EMERGENCY SHELTER SERVICES PROGRAM FY 2005/06**

**CONTRACT**

THIS CONTRACT is made and entered into this 1st day of May, 2005.

Between

COUNTY OF LOS ANGELES,  
(hereinafter referred to as "COUNTY"),

And

\_\_\_\_\_  
(hereinafter referred to as "CONTRACTOR")

WHEREAS, the State of California Department of Public Social Services has made certain funds available from the State General Fund to prevent the abuse, neglect or exploitation of Elders and Dependent Adults through the Adult Protective Services (APS) Program; and

WHEREAS, the Welfare and Institution Code 15763 ordered the establishment of a State-wide Emergency Shelter Program; and

WHEREAS, Pursuant to California Government Code Sections 26227 and 3000, COUNTY may contract for services; and

WHEREAS, the COUNTY has determined that the services to be provided under this Contract are needed to assist the Department of Community and Senior Services to provide emergency shelter as needed for dependent adults and elderly Adult Protective Services clients in accordance with WI Code Section 15763 cited above; and

WHEREAS, the CONTRACTOR is equipped, staffed and prepared to provide such services; and

WHEREAS, the CONTRACTOR desires to participate in a supportive services program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services contemplated by this contract; and

WHEREAS, pursuant to the provisions of said written Contract, COUNTY has agreed to enter into written Contract with other public and private agencies or organizations which shall provide certain said services; and

WHEREAS, CONTRACTOR shall establish and implement written administrative; management, and personnel policies and procedures to govern the management and administration of the program, in order to ensure that all goals and objectives are achieved as contracted.

**NOW, THEREFORE, in consideration of the foregoing premises the parties hereto agree as follows:**

**I. APPLICABLE DOCUMENTS**

Attachment A, and the following eleven (11) Exhibits are attached to and form a part of this Contract.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

Attachment A:	Narrative Statement of Work
Exhibit A:	Statement of Work Summary
Exhibit B:	Bidder's Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit C:	Safely Surrender Baby Law Fact Law Sheet
Exhibit D:	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E:	Drug Free Workplace Certification
Exhibit F:	Prohibition Against Use of Child Labor
Exhibit G:	Certification Regarding Lobbying
Exhibit H:	Certification Regarding Debarment
Exhibit I:	Certification Regarding Jury Service
Exhibit J:	Certification of No Conflict of Interest

1. **CONTRACT:** This Contract and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.
2. **CONTRACT ADMINISTRATION:** The Director of Community and Senior Services (hereinafter known as CSS) of the COUNTY, hereinafter called COUNTY PROGRAM DIRECTOR or designee, shall have full authority to act for the COUNTY in the administration of this Contract.

3. **DEFINITIONS:** Hereinafter the following terms will be used.

- A. Community and Senior Services of Los Angeles COUNTY will be referred to collectively as "CSS."
- B. The Director of Community and Senior Services will be referred to as the "COUNTY PROGRAM DIRECTOR" or designee.
- C. The State of California Department of Social Services will be referred to as the "STATE".
- D. The California Welfare and Institutions Code and the Health and Safety Code will be referred to collectively as the "CODES".
- E. The Adult Protective Services Emergency Shelter Program will be referred to as the "PROGRAM".
- F. Day(s) means calendar day(s) unless otherwise specified.
- G. Fiscal Year means May 1 – April 30.

**II. FURTHER TERMS & CONDITIONS**

- 1. **TERM:** The term of this Contract shall commence on May 1, 2005, and shall continue in full force and effect to and including April 30, 2006, unless terminated earlier under its provisions, with two 1-year renewal options, upon successful contract performance and availability of funds.
- 2. **MAXIMUM OBLIGATION OF COUNTY:** During each fiscal year or portion thereof that this Contract is in effect, the Maximum Obligation of COUNTY for all services provided hereunder shall not exceed \$30,000.
- 3. **ALTERATION OF TERMS:** The body of this Contract, together with the Appendices and Exhibits, Application, attached hereto, fully expressed all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties.
- 4. **ASSIGNMENTS AND SUBCONTRACTS:** CONTRACTOR may enter into subcontract(s) for the performance of this Contract only upon receipt of the prior written consent of COUNTY PROGRAM DIRECTOR, or designee. All



appropriate provisions and requirements of this Contract shall apply to any subcontracts or Contracts. The COUNTY, for the performance of any subcontractor, shall hold CONTRACTOR responsible. Any subcontracts entered into by CONTRACTOR shall be subject to the provisions specified below:

- A. The function undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY PROGRAM DIRECTOR, or designee. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this CONTRACT requiring COUNTY approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY.
  - B. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract.
5. ASSURANCES: The CONTRACTOR gives assurances and certifies with respect to the program that it will comply with the Federal OMB Circulars A-102, A-110, A-122 and A-21 as they apply to CONTRACTOR. CONTRACTOR further assures that:
- Legal Authority: It possesses legal authority to execute the proposed project, that a resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of CONTRACTOR to act in connection with the project specified and to provide such additional information as may be required by COUNTY.
6. AUTHORIZATION WARRANTY: The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Contract have been accomplished.
7. AUTHORITY TO BIND CONTRACTOR: Before the receipt of a fully executed copy of this Contract, CONTRACTOR shall furnish to COUNTY PROGRAM DIRECTOR, or designee, a written list of persons duly authorized to execute,

on behalf of CONTRACTOR, Contracts, contracts, modifications to contracts, or other documents as may be required by COUNTY PROGRAM DIRECTOR, or designee.

8. BUDGET REDUCTIONS: In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under the Contract. The COUNTY's notice to the CONTRACTOR regarding the said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.
9. CHANGES AND AMENDMENTS OF TERMS: The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such revisions shall be accomplished in the following manner:
  - A. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change of Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
  - B. For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in C, herein below.
  - C. The COUNTY PROGRAM DIRECTOR, or designee may prepare and sign amendments to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:
    1. Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
    2. The amendment is for a decrease in the Contract costs.
    3. The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Community and Senior Services.
    4. The Department of Community and Senior Services shall obtain the approval of COUNTY Counsel and Department of Public Social Services or designee for an amendment to this Contract.

5. The amendments extend the contract terms.
6. The CSS Director will notify the Chief Administrative Office within ten (10) business days after execution of each amendment.
10. CHARGES TO CLIENTS: Services to clients charged to this grant must be provided at **NO COST** to the clients.
11. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING: The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633.

The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

12. COMPLAINTS: CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within thirty (30) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
  - A. The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
  - B. If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
  - C. If, at any time, the COUNTY wants to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

- D. The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

13. COMPLIANCE WITH APPLICABLE LAW: In the performance of this Contract, CONTRACTOR and its subcontractor(s) shall comply with the requirements of COUNTY and all other applicable Federal and/or State laws, regulations, guidelines and directives.

CONTRACTOR shall maintain all licenses required to perform the Contract. CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

14. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

- A. Jury Service Program: This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Section 2.203.020 through 2.203.090 of the Los Angeles COUNTY Code.

- B. Written Employee Jury Service Policy:

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and either received or will receive an aggregate sum of \$50,000, or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standards as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Services Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15. CITIZENSHIP LAWS: CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including but not limited to the Immigration Reform and Control Act of 1986. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.
16. CONDUCT OF PROJECT:
- A. The CONTRACTOR shall abide by all terms and conditions imposed and required by the grant from the COUNTY and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the STATE.
  - B. The CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by the COUNTY, operate and conduct this program, hereinafter referred to as the "PROGRAM", in accordance with the documents, which are part of this Contract.
  - C. The CONTRACTOR shall comply with all applicable Federal, State and Local laws, rules and regulations, codes, guidelines, procedures, and standards promulgated hereunder.
  - D. In the event that STATE codes, rules and regulation, guidelines, procedures and standards are amended at any time subsequent to the making of this CONTRACT, COUNTY PROGRAM DIRECTOR, or designee, shall appropriately notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such amendments, in which case this CONTRACT may be terminated in accordance with State law, and Section 10 of this Contract. In this event, the CONTRACTOR'S personnel policies and the COUNTY'S Civil Service rules and ordinances, will also be taken into consideration by the COUNTY.
  - E. Termination of the CONTRACT under this provision shall not be deemed to continue the obligation of the CONTRACTOR to serve persons who would have received services under this Contract.

17. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain the confidentiality of its records in accordance with all applicable State and Federal laws relating to confidentiality of program records and information. CONTRACTOR shall require all its officers, employees and agents providing services hereunder, to acknowledge in writing, understanding of and Contract to comply with said confidentiality provisions. CONTRACTOR agrees and shall insure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

18. **CONFLICT OF INTEREST/CONTRACT PROHIBITED:** No COUNTY employee whose position in COUNTY enables him to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract.

The CONTRACTOR represents and warrants that it is aware of and its authorized officers have read, the provisions of Los Angeles COUNTY Code, Section 2.180,010, "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions.

The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

19. **CONFLICT OF TERMS:** To the extent that there exists any conflict between the language of this Contract and the exhibits attached hereto, the former shall govern and prevail.

20. **CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT:** Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY Employees shall be given first priority.

21. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:** Should the CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the CONTRACTOR shall give first

consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

22. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: The CONTRACTOR acknowledges that the COUNTY places a high priority of the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTOR to voluntarily post the COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent at the CONTRACTOR's place of business.
23. CONTRACTOR'S EMPLOYEES:
1. The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all time be employees of the CONTRACTOR.
  2. While providing services to the COUNTY under this Contract, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g. has committed an act of fraud, sexual harassment, etc.) shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.
  3. The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.
  4. The personnel provided by the CONTRACTOR shall at a minimum be:
    - A. Able to fluently read, write, speak, and understand English.
    - B. Bilingual, when requested.
    - C. Able to communicate effectively using good judgment and diplomacy.



- D. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
- E. Able to handle sensitive materials and perform confidential duties.
- F. Able to satisfy a background check.
- G. Able to meet the minimum qualifications as stated in the Narrative Statement of Work (Attachment A).

24. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.
- B. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specific period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- C. The COUNTY may debar CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects the same, (3) committed an act or offence which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- D. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- E. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR

and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors of the COUNTY CONTRACTORS.

25. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance code Section 1088.5, and shall implement all lawfully served Wage and Earning Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

26. COPYRIGHT: The COUNTY shall have free license to any copyrighted material or material subject to copyright developed under this project. COUNTY reserves the right to use and reproduce all reports and data produced and delivered pursuant to this program and reserves the right to authorize others to use and reproduce such materials.
27. COST OF LIVING ADJUSTMENTS: Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining Contracts, if any, in effect on the date of this Contract, CONTRACTOR, out of funds payable

hereunder, agrees to restrict cost of living salary adjustments (COLA) to its employees during the term of this Contract to the lesser of (1) the average salary cost of living adjustment granted to COUNTY employees by the Board of Supervisors as of April 1 of the prior year, or (2) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles - Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLA.

28. COUNTY LOBBYIST ORDINANCE: CONTRACTOR shall comply with the COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160 for each COUNTY Lobbyist retained by the CONTRACTOR. Failure on the part of any COUNTY Lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

29. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEAR(S): Notwithstanding any other provision of this Contract, it shall be effective and binding upon the parties only in the event that funds for the purposes hereof are received by the COUNTY from State and subsequently are appropriated by County's Board of Supervisors.

COUNTY shall not be obligated for services hereunder performed during any of COUNTY's future fiscal years unless and until funds are received from the State and COUNTY's Board of Supervisors subsequently appropriates funds for services hereunder for each such future fiscal year.

30. COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESS: The COUNTY of Los Angeles has adopted a uniform definition of a small business and a policy for small businesses to ensure that small businesses are not disadvantaged by the contracting and acquisition process and that programs are implemented to assist them in fair, open competition. The COUNTY shall:

- A. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
- B. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
- C. Continually review and revise how we package and advertise solicitation, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunities for

small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

- D. Insure the staff that manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

31. COVENANT AGAINST FEES: The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bono fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

32. DELEGATIONS AND ASSIGNMENT:

- A. CONTRACTOR agrees that the conditions set forth in the third party policy of CSS are binding upon CONTRACTOR during the terms of this contract.
- B. CONTRACTOR may not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY PROGRAM DIRECTOR or designee.
- C. Any delegation and/or assignment shall be in the form of a subcontract. CONTRACTOR's request to COUNTY PROGRAM DIRECTOR or designee for approval to enter into a subcontract shall include:
  - 1. A description of the services to be provided by the subcontract.
  - 2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.
  - 3. The proposed subcontract amount, together with CONTRACTOR's cost or price analysis thereof.
  - 4. A copy of the proposed subcontract. COUNTY PROGRAM DIRECTOR or designee shall approve any later modification or amendment of such subcontract in writing before such modification or amendment is effective.

- D. Subcontracts issued pursuant to this paragraph shall be in writing and shall contain at least the intent of the following paragraphs of this Contract:

TERM, METHOD OF PAYMENT, PROGRAM SUPERVISION, MONITORING AND REVIEW, LOBBYING PROVISION, NONDISCRIMINATION IN SERVICES, NONDISCRIMINATION IN EMPLOYMENT, LICENSES, INDEPENDENT CONTRACTOR STATUS, INDEMNIFICATION, INSURANCE, FAILURE TO PROCURE INSURANCE, AUDITS ANNUAL COST REPORT, CITIZENSHIP LAWS, CONFIDENTIALITY, UNLAWFUL SOLICITATION, FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE, AND CONFLICT OF INTEREST.

- E. Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by COUNTY PROGRAM DIRECTOR or designee shall not be construed to constitute a determination of the allow ability of any cost under this Contract. In no event shall approval of any subcontract by COUNTY PROGRAM DIRECTOR or designee be construed as affecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY paragraph hereinabove.
- F. The COUNTY reserves the right to recommend termination of a subcontract if it is determined that the health, safety, and welfare of participants are at risk or for any other deemed cause and may at its discretion, disallow any additional payment of contracted funds for services to said subcontract.

33. DESCRIPTION OF SERVICES: CONTRACTOR agrees to provide services in the form as described in Appendices and the Narrative Statement of Work (Attachment "A"), attached hereto and incorporated herein by reference.

CONTRACTOR shall provide to eligible persons the supportive services set forth in the Narrative Statement of Work (Attachment "A") and the Statement of Work Summary Page (Exhibit "A"), hereof which states for such services the following:

- A. Description of the service and CONTRACTOR's program relating thereto:
- B. The time(s) and location(s) of service availability;

- C. Description of the facilities and equipment involved in providing the service; and
  - D. List of personnel who are to perform the service stating separately for each job position, the job title, the job qualifications, the salary, and a description of duties.
34. **DISCLOSURE OF INFORMATION:** The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following condition:
- A. The CONTRACTOR shall develop all publicity material in a professional manner.
  - B. During the course of performance of this Contract, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CSS and COUNTY Counsel.  
  
In no event, shall the CONTRACTOR use any material, which identifies any individual by name or picture as an applicant for or participant of services provided by CSS.
  - C. The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY, provided, however, that the requirements shall apply.
35. **DRUG-FREE WORKPLACE:** The CONTRACTOR agrees to take all necessary and legal steps to ensure a workplace and an environment free of illegal drug use by the CONTRACTOR's employees and program participants.
36. **EMPLOYEE SAFETY:** The CONTRACTOR will assure that the CONTRACTOR's employees:
- 1) Are covered by an effective Injury and Illness Prevention Program.
  - 2) Receive all required general and specific training.
37. **EMPLOYMENT ELIGIBILITY VERIFICATION:** The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all its employees performing work under

this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations.

The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended.

The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

38. **FAILURE TO PROCURE INSURANCE:** Failure on the part of CONTRACTOR to procure, maintain or renew required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Contract or procure and renew such insurance and pay any and all premiums in connection therewith. CONTRACTOR shall repay all monies so paid by COUNTY to COUNTY upon demand or COUNTY may offset the cost of the premiums against any monies due from the COUNTY.

**Subcontractors:** Insurance provisions described above shall apply to all subcontractors as well as to CONTRACTOR.

39. **FAIR LABOR STANDARDS COMPLIANCE:** CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.
40. **FEDERAL EARNED INCOME TAX CREDIT:** The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
41. **GENERAL INSURANCE REQUIREMENTS:** Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-

contractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Community and Senior Services of Los Angeles COUNTY, Adult Protective Service/Program Development Section, 3333 Wilshire Boulevard, Suite 400, Los Angeles, California, 90010** prior to commencing services under this Contract. Such certificates or other evidence shall:

1. Specifically identify this Contract.
2. Clearly evidence all coverage required in this Contract.
3. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A: VII, unless otherwise approved by COUNTY.
- C. Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may



purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

- D. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
1. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
  2. Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
  3. Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.
  4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- E. Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY; CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- F. Insurance Coverage Requirements for Sub-contractors: CONTRACTOR shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:
1. CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or
  2. CONTRACTOR providing evidence submitted by sub-contractors which substantiate that sub-contractors maintain the required insurance coverage. COUNTY retains the right to obtain copies.

G. Insurance Coverage Requirements:

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

3. Workers Compensation and Employers' Liability insurance providing Workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbors Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

<u>Each Accident:</u>	\$1 million
Disease – policy limit:	\$1 million
Disease – policy employee	\$1 million

4. Professional liability: Insurance coverage liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Contract.

Such policies shall be primary to in all instances and not contributing with any other insurance maintained by the COUNTY and shall name the COUNTY as an additional insured.

H. SPARTA Paper (Assists Potential CONTRACTORs to Obtain Insurance)

A COUNTY program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORs in obtaining affordable liability insurance. The SPARTA Program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, CONTRACTOR may call (800) 420-0555 or contact them through e-mail address: [carol@web2wise.com](mailto:carol@web2wise.com).

42. GENERAL WORKING CONDITIONS: CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety and to fire safety, health and sanitation. CONTRACTOR warrants that no wages, prices or salaries paid under this Contract will be in excess of the maximum legally allowable pursuant to said laws.
43. GRATUITIES: It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the award of Contract or that the proposer's failure to provide such consideration may negatively affect COUNTY's consideration of the proposer's submission. A proposer shall not offer or give either directly or through an intermediary consideration in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract. A proposer shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration. Among other items such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangibles goods.
44. GRIEVANCES:
- A. CONTRACTOR agrees to submit a Grievance Procedure, in accordance with Applicable Federal, State and local laws, rules and regulation to the COUNTY Program Director, or designee, within thirty (30) calendar days of contract execution.
  - B. CSS ensures procedures for the review, processing and resolution of CONTRACTOR complaints and grievances. In the event that a CONTRACTOR needs to file a formal complaint, a formal grievance procedure is in place upon request.

45. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from and against any and all liability expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations, or the services hereunder, including any workers' compensation suits, liability, or expense arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Contract.
46. **INDEPENDENT CONTRACTOR STATUS:**
- A. This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The employee and agents of either party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
  - B. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State or local taxes, or other compensation, benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.
  - C. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker's Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Worker's Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
47. **INSPECTIONS:** Authorized representatives of COUNTY, State and Federal agencies shall have the right to conduct on-site inspections to review, audit or investigate CONTRACTOR's facilities, programs, records, and other operations at any time.
48. **INTANGIBLE PERSONAL PROPERTY: COPYRIGHTS:** Unless the terms and conditions of this contract state otherwise, the following rules apply. If any copyrightable material is developed in the course of or under this contract:

- A. If any material funded by this Contract is subject to copyright, the COUNTY reserves the right to copyright such material and the CONTRACTOR agrees not to copyright such material except as set forth in lines (B) and (C).
  - B. The CONTRACTOR may request permission to copyright material by writing to the COUNTY PROGRAM DIRECTOR. The COUNTY PROGRAM DIRECTOR, or designee, shall consent to or give the reason for denial to the CONTRACTOR in writing within sixty (60) days of receipt of the request.
  - C. If the material is copyrighted with the consent of the COUNTY PROGRAM DIRECTOR, or designee, the COUNTY reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
49. LICENSES: CONTRACTOR shall obtain and maintain, during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable COUNTY, State and/or Federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder. A copy of each license, permit and certificate shall be sent to CSS.
50. LOBBYING: CONTRACTOR, to the best of its knowledge and belief certifies that:
- A. No Federal appropriate funds have been paid or will be paid, by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal Contract, making of any Federal Grant, the making of Federal Loan, the entering into of any cooperative Contract, and the extension continuation, renewal, amendment, or modification of any Federal Contract, Grant, Loan or Cooperative Contract, amendment, or modification of any Federal Contract, Grant, Loan, or cooperative Contract.
  - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, Grant, Loan, or Cooperative Contract, the undersigned shall Complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
  - C. The undersigned shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including

subcontracts, sub grants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

- D. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

51. LOCATION OF SERVICES: CONTRACTOR shall continuously manage and operate the site(s) at the location(s) to provide services set forth in Paragraph 86 herein below.

CONTRACTOR shall obtain required inspections certificates (health, fire, etc.) and the prior written consent of COUNTY PROGRAM DIRECTOR, or designee, before modifying or terminating services at any other location.

52. METHOD OF COMPENSATION: Subject to availability of funding, the COUNTY agrees to make payments to CONTRACTOR under the following conditions.

A. Payment

1. Monthly Payment

Payments shall be made only after receipt, review and approval of invoices by COUNTY PROGRAM DIRECTOR, or designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month. Said invoices shall indicate total monthly costs and shall be performance based fee-for-service method in detail as described in Paragraph 86, Facility Information, hereof. Accurate and complete invoices shall be submitted by CONTRACTOR to the COUNTY PROGRAM DIRECTOR, no later than the **fifth** day of the month immediately following the month in which the services invoiced were rendered or the actual expenditures invoiced were incurred. In the event accurate and complete invoices are not timely submitted, the COUNTY may decline payment of a portion or all of the amount invoiced.

2. Invoicing

CONTRACTOR shall prepare and submit monthly invoices. Invoices shall not exceed the allotted fees for services as outlined in the Monthly Requisition Report. CONTRACTOR shall submit one original and two copies to CSS.

Each invoice shall be supported by back-up documentation to validate the invoice amounts. This documentation shall include, but not be limited to, those items as specified in the Monthly Activity Report (MAR). COUNTY will not authorize payment on incomplete or inaccurate invoices.

COUNTY shall make a reasonable effort to effect payment to CONTRACTOR within (30) calendar days of receipt of an invoice, which is accurate as to form and content.

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.

Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment CONTRACTOR.

This provision shall survive the expiration or other termination of this Contract. COUNTY shall have no requirement for payment other than as set forth in this Contract.

3. Request for Final Payments

Prior to receiving final payment under this Contract, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract.

53. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT: This Contract fully expresses the Contract between the parties. Any modification or alteration of the terms or conditions of this Contract must be by means of a written document signed and approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract. COUNTY Program Director, or designee, may grant modifications to this Contract upon written request of CONTRACTOR. COUNTY shall specify the form and manner. The following guidelines limit COUNTY Program Director's, or designee's, authority to grant such modifications. All modifications exceeding these guidelines must have the formal approval of the Board of Supervisors.

- A. Budget Modifications: Changes in the total Contract funding may be made by Contract amendment only. Such modifications must not

change the total amount of the Contract. Further, such modifications must be mutually agreed upon by the COUNTY PROGRAM DIRECTOR, or his/her designee, and CONTRACTOR and must be in the best interest of the COUNTY.

- B. Project Modifications: CONTRACTOR requests for project modifications must be submitted in writing to COUNTY PROGRAM DIRECTOR, or designee, at least one (1) month prior to the requested effective date of such modification.
- C. Time Limits on All Modifications: Request for modification will not be accepted during the first two (2) months of this Contract period; and not more than once each Contract quarter thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by CONTRACTOR and granted by the COUNTY.

54. NONDISCRIMINATION IN EMPLOYMENT:

- A. CONTRACTOR certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41), in accordance with requirements of Federal law. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of State and Federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places in each of CONTRACTOR's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR, if a public agency, must have an Affirmative Action program, which complies with the requirements of Title 5 CFR 900, Subpart F, and Standards for a Merit System of Personnel Administration, Section 900.601-606.
- C. CONTRACTOR, if employing 15 or more employees, shall develop and implement an Affirmative Action Plan. Employers shall document their efforts to comply with equal employment opportunity principles. CONTRACTOR's execution of contract constitutes a statement of Assurance of Compliance with those principles.



- D. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.
- E. CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding a notice advising the labor union or workers' representative of CONTRACTOR's commitments under this Paragraph.
- F. CONTRACTOR certifies and agrees that it will negotiate with its subCONTRACTORS, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability, in accordance with requirements of Federal law.
- G. In accordance with applicable State law, CONTRACTOR shall allow COUNTY, State, and Federal representatives, duly authorized by COUNTY PROGRAM DIRECTOR, or designee, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Contract. CONTRACTOR shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- H. If COUNTY finds that any of the provisions of Paragraph G. have been violated, the same shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of Contract.
- I. The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall be entitled, at its option, to the sum of \$500.00 pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

55. **NONDISCRIMINATION IN PARTICIPATION OF DISABLED PERSONS:** CONTRACTOR hereby agrees that it will comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), and the Americans with Disabilities Act, Public Law 101-336, and all requirements imposed by the applicable HHS regulation (45 CFR Part 74), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the CONTRACTOR receiving Federal financial assistance.
56. **NONDISCRIMINATION IN SERVICES:** CONTRACTOR shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental disability (as defined in 41 CFR 607-41) in accordance with requirements of Federal law (Civil Rights Act, Title IV). For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person, any service or benefit or the availability of a facility; providing any service, or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility or any other requirement or condition which persons must meet in order to be provided any service or benefit. CONTRACTOR shall take affirmative action as attested to by Exhibit "D" to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ancestry, sex, age, culture, language, familial status or condition of physical or mental disability.

CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel.

At the time any person applies for services under this Contract, he or she shall be advised by CONTRACTOR of these procedures.

CONTRACTOR in a conspicuous place shall post a copy of such procedures available and open to the public, in each of CONTRACTOR's facilities where services are provided hereunder.

57. **NOTICES:**

1. **Notice of Meetings:** The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will

give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

2. Delivery of Notices: Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.
3. Notices to the CONTRACTOR: Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.
4. Notices to the COUNTY: Notices and envelopes containing same to the COUNTY shall be addressed to:

Helen Brandon-Gipson, Human Services Administrator  
Department of Community and Senior Services  
Adult Protective Services  
3333 Wilshire Boulevard, Suite 400  
Los Angeles, CA 90010

5. Change of Address: Either party can designate a new address by giving ten (10) business days advance written notice to the other party.
  6. Termination Notices: In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.
58. NOTICES TO CSS: Notices hereunder shall be in writing and shall be sent to the parties at the following addresses and to the attention of the persons named.

To CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_

To COUNTY: Notices, administrative, program reports and monthly financial status reports:

Community and Senior Services  
Adult Protective Services  
3333 Wilshire Blvd. - Suite 400  
Los Angeles, California 90010  
Attention: Carlos Perez

CONTRACTOR shall notify COUNTY in writing of any change of its business address at least fifteen days prior to the effective date of such address change.

59. OWNERSHIP OF DATA/EQUIPMENT: The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.
60. PAYMENT CONTINGENCY: Payments by the COUNTY during the contract period are conditioned by the availability of said program funds. The CONTRACTOR meeting performance goals set forth in Attachment A, Narrative Statement of Work. Satisfaction of these conditions shall be determined by COUNTY PROGRAM DIRECTOR, or designee.
61. PERSONNEL POLICIES: The COUNTY may review CONTRACTOR's personnel policies and require CONTRACTOR's compliance with certain policies established by CSS. Personnel policies shall include but are not limited to: staff levels, salaries, supervisory-subordinate ratio, consultant fees, fringe benefits, grievance procedures and other related matters. The CONTRACTOR agrees to the following provisions related to outside employment of its employees and shall include such provisions in its published personnel policies:
  - A. Such employment shall not interfere with the efficient performance of employee's duties in the program.
  - B. Such employment shall not involve a conflict of interest or conflict with the duties in the program.
  - C. Such employment shall not occur during the employee's regular or assigned working hours in the program, unless the employee during the entire day on which such employment occurs is on either prior approved annual leave, compensatory leave, or leave without pay.

In adopting procedures to implement the policy stated above, CONTRACTOR must provide specific procedures regarding the outside employment of full-time personnel whose duties are not readily confined to a standard workday or workweek.

CONTRACTOR must adopt rules restricting or prohibiting the outside employment of executive directors, neighborhood workers, or other employee whose responsibilities include being available for duty during evenings or on weekends.

62. PROGRAM SUPERVISION, MONITORING AND REVIEW: Services hereunder shall be provided by CONTRACTOR under the general supervision of COUNTY PROGRAM DIRECTOR, or designee. COUNTY PROGRAM DIRECTOR, or designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to COUNTY PROGRAM DIRECTOR, or designee, to authorized COUNTY representatives the right to review and monitor CONTRACTOR's facilities, programs, records, or procedures at any reasonable time. Appropriate staff of CONTRACTOR, as requested, by the COUNTY PROGRAM DIRECTOR, or designee, shall attend training sessions and meetings called by COUNTY PROGRAM DIRECTOR, or designee, for the purposes of information sharing, policy orientation, and program development and orientation.

CONTRACTOR agrees that COUNTY and/or State or any duly authorized representative(s), including the State's Auditor-General and the COUNTY's Auditor-Controller, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records related to this Contract. Such material, including all pertinent cost reports, accounting and financial records shall be kept and maintained by CONTRACTOR at a location in the COUNTY for a period of four (4) years after completion of the Contract or until all COUNTY and/or State audits are completed for the fiscal period, whichever is later.

In the case of confidential client information, CONTRACTOR shall not release personal client data to any person or agency other than the COUNTY or agencies listed above without the express authorization of COUNTY PROGRAM DIRECTOR, or designee. Performance reports shall be submitted to CSS by the 5<sup>th</sup> (fifth) calendar day of the monthly/quarterly reporting period. CONTRACTOR shall maintain on the premises a list of clients served and type of services rendered, including service units.

63. PROPRIETARY RIGHTS: All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Contract are confidential to and are solely the property of the COUNTY. The

CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data reports and information. The provisions in Paragraph 105, shall survive the expiration or other termination of this Contract.

1. Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information. The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Contract.
  2. The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Contract, the CONTRACTOR shall mark such information "Proprietary" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.
64. RECORDS: The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 107, Records Retention and Inspection, herein below.
65. RECORDS AND AUDITS:
- A. Program Records: CONTRACTOR shall maintain adequate program records on services provided in sufficient detail to permit an evaluation of services. Program records shall be retained for a minimum four (4) years following expiration or termination of this Contract if a State or Federal audit has occurred or five (5) years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the COUNTY and State. Program records shall be retained by CONTRACTOR at CONTRACTOR's address as set forth herein and shall be made available at reasonable times to authorized representatives of COUNTY, State and Federal governments during the

term of this Contract and during the period of record retention for the purpose of program review and/or fiscal audit. In addition to requirements set forth under this Paragraph, CONTRACTOR shall comply with any additional program record requirements, which may be included in the Exhibit attached hereto.

1. A listing of COUNTY remittances received. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advices, vendor invoices, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs should be made in accordance with required procedures.

All financial records shall be retained by CONTRACTOR at CONTRACTOR's address as set forth herein during the term of this Contract and for a minimum period of four (4) years following expiration or termination of this Contract if a State or Federal audit has occurred or five (5) years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the COUNTY and State. During such retention period, all such records shall be made available during normal business hours to authorized representatives of COUNTY, State or Federal governments for purposes of inspection and audit.

2. Accounting records shall be supported by source documentation such as cancelled checks, paid bills, payrolls, subcontract and contract award documents, etc., which are maintained to comply with record retention requirements.

- C. PRESERVATION OF RECORDS: If following termination of this Contract CONTRACTOR's facility is closed or if ownership of CONTRACTOR changes, within forty-eight (48) hours thereafter the COUNTY PROGRAM DIRECTOR, or designee, is to be notified thereof by CONTRACTOR in writing and arrangements are to be made for preservation of the program and financial records referred to herein above.

66. RECYCLED PAPER: Consistent with the Board of Supervisor' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR will be required to use recycled-content paper to the maximum extent possible on the contract.

67. **REMOVAL OF UNSATISFACTORY PERSONNEL:** The COUNTY shall have the right, at its sole discretion to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.
68. **REPORTS/DIRECT DATA ENTRY:** CONTRACTOR shall make monthly reports including information required by COUNTY PROGRAM DIRECTOR, or designee, and other reports as required by COUNTY PROGRAM DIRECTOR, or designee, concerning CONTRACTOR's activities as they affect the contract duties and purposes contained herein. COUNTY shall provide CONTRACTOR with a written explanation of the procedures for reporting the required information.
69. **RULES AND REGULATIONS:** During the time that the CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within twenty-four (24) hours any of its employees performing services hereunder when notified orally or in writing by the COUNTY that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.
70. **SAFELY SURRENDERED BABY LAW:** The CONTRACTOR shall notify and provide to its employees, and shall require each subCONTRACTOR to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
71. **STAFFING:** CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff and any other applicable staffing requirements of COUNTY for CONTRACTOR to provide services hereunder. Such personnel shall be qualified in accordance with all applicable licensing requirements.
72. **SUBCONTRACTING:**
- A. No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the



express written consent of the COUNTY shall be null and void and shall constitute a breach of terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

- B. Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontractor by the COUNTY shall not be construed to constitute a determination of allowing any cost under the Contract. In no event, shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Contract.
- C. The CONTRACTOR's request for approval to enter into a subcontract shall include:
  - 1. A description of the service to be provided by the proposed subcontractor;
  - 2. An identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
  - 3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
  - 4. A resume of the potential subcontractor's background and experience.
- E. CONTRACTOR shall be responsible for the monitoring of their subcontracts and provide copies of all subcontractor monitoring reports to CSS.

73. SUSPENSION OF OPERATION: Upon written request to the COUNTY, CONTRACTOR may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the CONTRACTOR. CONTRACTOR shall suspend the project only upon receipt of written approval by COUNTY and in accordance with procedures and instructions set forth in said notice of approval.

74. **SUSPENSION/TERMINATION:** This Contract may be immediately suspended by the COUNTY at any time by the COUNTY PROGRAM DIRECTOR, or designee, upon the giving of written notice to the CONTRACTOR. Notice of such suspension shall include the cause for suspension and the effective date and period of the suspension. The suspension shall not exceed a period of sixty (60) calendar days and the CONTRACTOR agrees to suspend program operations for the period of the suspension. This Contract may be suspended for cause or no cause if determined to be in the best interest of the program to protect funds or protect the health, safety, and welfare of participants.

This Contract may be canceled or terminated by either party for any or no reasons at any time by giving at least thirty (30) days written notice to the other. The COUNTY may also terminate this Contract at any time whenever the COUNTY determines that the CONTRACTOR has materially failed to comply with the terms of this Contract. Notice of such termination shall be served upon CONTRACTOR in writing, and shall specify the effective date of such cancellation in the notice.

The COUNTY may immediately terminate this Contract if the COUNTY determines that the CONTRACTOR has failed to initiate delivery of service within thirty (30) calendar days of the commencement date of this Contract or if COUNTY determines that funds are not available for this Contract or for any portion hereof.

In the event of termination of this Contract and upon receipt by CONTRACTOR of notice of termination, CONTRACTOR shall:

- A. Use its best efforts to eliminate or minimize all continuing or new costs or expenses under this Contract.
- B. Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- C. Notify all other parties who are subCONTRACTORS of the CONTRACTOR of such termination within five (5) business days of receipt of Notice of Termination.

Notwithstanding any other provision of this Paragraph, the failure of CONTRACTOR or its officers, agency, or employees to comply with the terms of this Contract or any directions by or on behalf of the COUNTY issued pursuant hereto shall constitute a material breach hereof and this Contract may be terminated immediately. COUNTY's failure to exercise this right to terminate or impose corrective sanctions shall not constitute waiver of such right which may be exercised at any subsequent time.

75. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:** Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 25, "*CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program*", shall constitute default under this contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 75, "*Termination For Default of the CONTRACTOR*" and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at the CONTRACTOR's place of business. COUNTY will supply CONTRACTOR with the poster to be used.

76. **TERMINATION FOR CONVENIENCE OF THE COUNTY:** Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be affected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination.

The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- A. If during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, the COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- B. After receipt of the Notice Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
  - 1. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
  - 2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- C. After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such

claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- D. Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- E. Subject to the provisions of Subparagraph D, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant overhead on work done, but shall not include an allowance on work terminated.

The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

77. TERMINATION FOR DEFAULT OF THE CONTRACTOR:

- A. The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate in whole or any part of this Contract in any one of the following circumstances:
  - 1. If the CONTRACTOR fails to perform the services within the time specified or, with prior COUNTY approval, any extension thereof.
  - 2. If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its term, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- B. In the event the COUNTY terminates this Contract in whole or in part, the COUNTY may procure, upon such terms and in such manner, as the COUNTY may deem appropriate, services similar to those terminated.

The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

- C. If, after giving Notice of Termination of this Contract under the provisions of this Paragraph, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph, or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 74, "*Termination For Convenience of the County*", herein above.
- D. Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Paragraph 75 herein above.

78. TERMINATION FOR IMPROPER CONSIDERATION: The COUNTY may, in written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY Officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

79. TERMINATION FOR INSOLVENCY: The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

A. Insolvency of the CONTRACTOR:

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

C. The appointment of a Receiver or Trustee for the CONTRACTOR; or

- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

D. The rights and remedies of the COUNTY provided in this Subparagraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

80. TERMINATION FOR NON-APPROPRIATION OF FUNDS: The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or the Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

81. TIMELY COMPLETION: Time is of the essence in the provision and completion of service and the work provided the COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to the COUNTY as also stipulated in this Contract.

82. UNLAWFUL SOLICITATION: CONTRACTOR shall require all of its employees to acknowledge understanding of and Contract to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding Unlawful Solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of said provisions by its employees. CONTRACTOR

agrees to utilize the attorney referral service of all those Bar Associations within the COUNTY of Los Angeles that have such a service.

83. **UNUSUAL OCCURRENCES:** Occurrences such as natural disaster, epidemic outbreaks, poisonings, food borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and CSS. Occurrences such as theft or vandalism must be reported within 24 hours either by telephone (and confirmed in writing) or by telegraph to the local police/sheriff and CSS. The CONTRACTOR shall retain an incident report on file for one (1) year. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities or CSS.
84. **VALIDITY:** The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.
85. **VERBAL DISCUSSIONS:** The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.
86. **WAIVER:** No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract.  
Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.
87. **WARRANTY:** The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

**88. FACILITY INFORMATION**

Facility Name:	_____
Facility Address:	_____
	_____
Administrator:	_____
License Number:	_____
Contract Number:	_____
Daily Rate:	_____



**IN WITNESS WHEREOF**, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services, or duly authorized designee, and the CONTRACTOR has subscribed the same through its authorized officer of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
**Cynthia D. Banks, Interim Director  
Community and Senior Services**

**APPROVED AS TO FORM:**

**OFFICE OF THE COUNTY COUNSEL**

By \_\_\_\_\_  
**Senior Deputy COUNTY Counsel**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR (print or type legal name)**

By \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(print or type)**

**Title** \_\_\_\_\_

**Date:** \_\_\_\_\_